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ABSTRACT

In order to assess the impact of collective bargaining, mandated in California by the 1976 Rodda Act (Senate Bill 160), on Santa Ana College (SAC), college administrators were interviewed as to the characteristics, problems, and successful practices associated with the collective bargaining process and their recommendations. Contracts and the relevant literature were also reviewed. Bargaining began at the college in 1947, when faculty participation in negotiations was advisory in nature. The subsequent Winton Act provided for a "meet and confer" policy with faculty senates. The current bargaining process at SAC includes: identification of the community of interest to establish a bargaining unity; maintenance of union membership; community participation in proposal negotiation; negotiation in good faith; limitation of the scope of bargaining; frequent hiring of consultants; and an occasional impasse. Administrators felt the process to have resulted in loss of collegiality, loss of flexibility in job assignments, and lack of benefit to students. They also indicated that bargaining was costly and time consuming, and that there was no provision of money for negotiation. Recommendations included not expanding the Rodda Act, disbanding the whole process, and scheduling a block of time for negotiation. Appendices contain an agreement of negotiating procedures and a bibliography. (MB)

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THE IMPACT OF COLLECTIVE BARGAINING AT THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(SANTA ANA COLLEGE)

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BY

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AN INVESTIGATIVE STUDY IN
PARTIAL SATISFACTION OF THE
EDUCATION 706

PEPPERDINE UNIVERSITY

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ABSTRACT

Collective bargaining on community college campuses and four year institutions is an important issue. It is now and will remain an important area of study. The primary concern of this research is to identify the impact of collective bargaining in one community college. This study explores how the district representative team members view the impact of collective bargaining on their campus.

The study was conducted at Santa Ana College located in Orange County, the state of California. This two year college offers classes to over 24,000 students in a given semester. The teacher population range from 250 full time to 350 part time. Support staff or classified personnel number well over one thousand.

The district representative team members provided data for this study through scheduled interviews. Specific questions were asked in order to provide consistency in questions.

What has been found is that even though collective bargaining under the Rodda Act has been implemented on Santa Ana college's campus for one year there were some major impacts found particularly in the continuing education division.

The Problem
Introduction

Collective bargaining has been in community colleges since 1965, however, it is still a relatively new phenomena for California since the passage of SB 160, the Rodda Act in 1976. Before 1976, the Winton Act, met and confer was implemented. Here, faculty made suggestions to the administrator on including an objective view.

Since collective bargaining, some administrators, teachers and classified personnel have expressed some concern about its use in higher education. Negotiation, bargaining units, bargaining agents, and other terms recently have become a part of educator's and administrator's vocabulary. The fear of loss of collegality projects a real problem concerning administrators and faculty members. Even the choice of choosing a bargaining unit, a bargaining agent and the like are major issues. Administrators are concerned about faculty-administrator relationships and the cost of collective bargaining. The board of trustees are concerned about the loss of power, while some faculty members are overjoyed with their increased participation in decision making on issues related to their job performance. Non-teaching personnel or classified staff are also concerned about their employment rights.

One reason for the concern of collective bargaining in education is because many faculty, administrators, board members and others think of collective bargaining as tactics used by union leaders associated with organizations related

to the teamsters. Often times, techniques and strategies are used in unions that are not condusive to professionalism. Apparently opinions of this nature are made without justification or proper research in to methods used in collective bargaining in education.

Statement of the Problem

This study was undertaken as a case study of one California community college. District representative team members were interviewed in an effort to determine the impact of collective bargaining at Rancho Santagio Community College District. The purpose of this study is to:

1. To identify and explore the historical evolution of collective bargaining at Santa Ana College.
2. To identify and report on major characteristic of the collective bargaining process at Santa Ana College.
3. To identify the value and problems associated with collective bargaining at Santa Ana College.
4. To identify and report successful practices of collective bargaining at Santa Ana College.
5. To make recommendations for future of collective bargaining at S.A.C.

Importance of the Problem

Since the California legislature passed the Rodda Act, for C.C. and SB 1091 to be implemented in four year public institutions, public employer, and employee conflicts in education have become unionized. No longer can decision-making or problem-solving related to faculty and/or classified staff be solved by the board of directors alone. Faculty members in some cases demand more decision making power. Many fear the lost of collegility and some administrators have not researched the issues related to bargaining in education. Some wish only to forget that collective bargaining ever came to educational institutions.

The investigator felt that the purpose of this study on the impact of collective bargaining at one two-year educational institution in California would provide a better insight and knowledge as to how administrators (district representative team members) perceive collective bargaining. The investigator hopes that this study will increase the level of awareness of many persons employed in educaitonal institutions.

Definition of Terms

Some but not all terms used in this study were defined as follows:

1. Collective Bargaining: An agreement made by or in behalf of a group of people. It is the method by which a group agreement is reached.

2. Negotiation: A meeting, conference or discussion that takes place between two separate parts to reach an agreement on particular issues.

3. Bargaining Unit: That group that is elected by employees to represent them in negotiations. It is generally identified as an organization.

4. Bargaining Agent: A group of people usually three to five that are appointed by the bargaining unit to represent employees in the negotiation process.

5. District Representative Team: A group of persons appointed by the Board of Trustees to represent the district and administration in the bargaining or negotiation process.

6. Board of Trustees: A group in the community colleges that are elected to oversee community colleges. The board usually have ultimate decision making and problem solving power. On all issues related to its community college.

7. Caucus: A meeting that takes place between members of the same bargaining team during the negotiation process.

8. Chief Negotiator: That person on the bargaining team that is identified as spokesperson on all issues to be negotiated.

9. Collegality: The cooperation between employee and employer which is based on working together or share authority.

10. Mediator: A person, third party, who helps to solve impasse.

11. Impasse: When negotiators cannot solve a specific item or item(s) of bargaining.

12. Classified Staff: Non-certificated personnel.

13. Meet and Confer: To meet and make suggestions.

Scope and Limitations of Study

This study was limited mainly because only one segment of administration was interviewed. They were the administrative team who represented the board of trustees, called the distric representative team.

Since Santa Ana College has only bargained under collective bargaining law for 17 months, it might be early to fully study the impact of bargianing on this campus. But since all community colleges in California are beginning to bargain and agree on employee contracts, a study of this nature would be limited if done on any community college campus. However, there is an apparent impact on this campus, that will be discussed later.

Design for the Study

The method used to collect data for this study was interviews. Those interviewed were identified as administrators at the college whose titles were Administrative Dean of Fiscal Affairs, Administrative Dean of Personnel and Manager Personnel, and Director of Purchasing.

Data gathering consists of:

1. Interviewing persons mentioned above,
2. Reviewing of Santa Ana College contracts and attached items.
3. Review of relevant literature that relates to:

a. History of collective bargaining
b. Bargained Agreements throughout California
c. Legislation S.B. 160
d. Teacher, classified and administrators perspective on collective bargaining.

The setting for this study was Santa Ana College, one of the older community colleges in California, established in 1915, under the jurisdiction of the Santa Ana School. According to Thomas Wright, a longtime employee and administrator, Santa Ana Community College is located in Orange County with a student population for Fall, 1978 well over 24,000. Twenty-five percent of this population is part-time adult students who take classes through continuing education.

Literature Review

Historical

Historically collective bargaining only prevailed in private sector of industry. It began with the passage of the Taft-Hartly Act in 1947. Authors such as, Gordon Gee, in his dissertation, "An Examination and Analysis of State Public Employment Statutes with Recommendations for Statutory Treatment of Instutions of Higher Education," and John Hankin in "Strategy and Tactics of Collective Bargaining," mentioned that businesses have for over thirty years, depended on federal labor laws and guidelines to formulate their bargaining

processes. Both Hankin and Gee felt that labor laws that apply to the private sector should be analyzed before they are applied to the public sector. Bargaining in the private sector was based on the National Labor Relations Act, of 1935, which established the National Labor Relations Board to oversee bargaining with private industry.

Through the passage of executive orders by President Kennedy in 1962, and President Nixon in 1969, federal employees were granted right to join unions and engage in collective bargaining on their campus. Since the executive orders, many community colleges have collective bargaining on their campus.

According to authors, Carr and VanEych in Collective Bargaining Comes to the Campus, the first decisive change in the law affecting faculty collective bargaining took place in 1965, when Michigan and Massachusetts authorized bargaining by public employees. Although collective bargaining is new, membership affiliation for teachers, dates back to 1916, with the American Federation of Teachers.[2]

Several associations historically have had influence on college campus employees. Some of the nationally known associations that are now unions are NEA, AFT, CTA.

Bargaining had not been a part of their forum until collective bargaining legislation was passed. Now many such organizations represent employees in negotiations.

Characteristic of C.B.

In the state of California, the passage of S.B. 160, the Rodda Act, forced some community college campuses in 1976 to implement bargaining procedures. Before SB 160 many colleges, board of trustees, presidents, faculty and classified staff personnel related to the Wagner Act, meet and confer. Zoglin, Walter and Brick in their publications, discuss the overall characteristic of collective bargaining, which are also outlines in SB 160. Zoglin identified characteristics of the bargaining unit as:

1. Employee-employer relationship,
2. Negotiation,
3. Bargaining in good faith and impasse.

McHugh in Brick's publication suggested that the characteristics of the bargaining process includes:

1. A power struggle between faculty and administrators,
2. Organization of employees sharing a "community of interest."
3. The selection of a bargaining unit,
4. Impasse which includes mediational facting and arbitration.
5. Scope of bargaining.

Value and Problems of Collective Bargaining

According to the literature and authors such as Brick, Shils, Carr and others, collective bargaining has presented some problems as well as some value.

One problem discussed my authors in Collective Negotiation in Higher Education edited by Brick is the issue of participatory democracy or shared authority. Faculty participation in particular on many campuses has increased even with classified staff.

John Hankin viewed participatory democracy as a process where all interested groups participate in decision making on issues related to their work. Under shared authority there are no decisions made by one group. All interest groups are included in the final decision. Hankin viewed the bargaining process as a part of collective bargaining. One problem with participatory democracy in collective bargaining is the cause of strained relationship between administration (which consists of board of trustees, president and others), faculty and classified staff. Channing, et al., who did a study on the impact of collective on relationship between board members and the college president found the following to be true.

> Board members saw little positiveness resulting from collective bargaining. They could cite a number of the negative results they perceived, including limitations placed on the board's opportunities to make positive changes to meet student needs and to develop innovative programs; the generation of increased operating costs; and the use of much 'unproductive time' by faculty, president and board members both

> during the period of the ocntract (grievances and arbitration cases) and during the negotiation period (planning and negotiating); and allowing third parties (arbitrators) to make overall college decisions. Some board members felt that the collective bargaining process tended to diminish the professional status of the faculty in the eyes of both the board and the public.[3]

Another board member stated:

> The board's role with the faculty has beome strained, primarily as a result of collective bargaining. The board, which at one time championed the majority of faculty causes, now looks for points of dispute and actively seek to take exception to faculty request.[4]

A second problem related to collective bargaining is the time spent in the bargaining process. Channing, Shils, and Zoglin discussed this issue in-depth. However, Moore covered the time factor extremely well. He states:

> Negotiation on these issues has been interpreted by some to mean either almost endless debate between the board and a faculty committee--and it is often considered a breach of faith if the board finally acts after months of negotiations--or requirements for reaching 'agreement' on an issue before the board can act at all. The results of the first interpretation is that hundreds and hundreds of hours of faculty time are devoted to developing a case against or delaying board action on matters that affect them. Equally as much administrative time is spent developing postures to counteract faculty efforts. The faculty and administrative time, money, and resources spent are many times greater than those required for reasonable involvement and participation in the decision-making process of the college.[5]

Channing also mentioned the negative outcome of collective bargaining were limited time, particularly of board members,

limited role and less power given to the board. Apparently, this is true, collective bargaining increases power of the faculty. Since little is ever mentioned of the classified staff, the investigator suggests that they too were opting for more participation; power and control over decisions related to some aspects of their work environment.

A third problem is that of separating measurable items from non-measurable items. Brick identified measured items in terms of dollars, salary scale, course loads, fireing and hiring procedures. Non-measured items are cooperative attitudes enhanced or diminished, trust relationships established or destroyed and innovative ideas encouraged or discouraged.[6] Brick pointed out that measurable concepts are most important, however, the non-measurable items cannot be a part of bargaining. The investigator feels that most persons who are familiar with collective bargaining understand that there has to be a specific scope of bargaining. The measurable items would be identified within that scope. Zoglin expressed that the scope of bargaining is poorly understood in Academe.[7] In the Rodda Act, (SB 160) title, Division 4, Chapter 10.7, Section 3514, 3540, Et Seq. 3543.2, the scope of collective bargaining is enumerated. The scope of bargaining in the state of California is limited by the legislation. This leaves no room for negotiation for what is to be bargained on. In brief, issues limited to negotiation stated in the Rodda Act are:

1. Wages
2. Hours of employment
3. Health and welfare benefits (e.g., hospital, medical surgical, disability or related benefits, including but not limited to medical, dental, life, and income protection insurance or benefits, which also includes group life insurance, including group annuities and group annuity contracts.)
4. Leave and transfer policies.
5. Safety conditions of employment.
6. Class size.
7. Procedures to be used for the evaluation of employees.
8. Procedures for processing grievance (to final and binding arbitration) (See Appendix for complete information).

The fourth problem is a fear of the lost of collegiality, and development of other relations. Many people in higher education fear that collective bargaining will be the beginning of the end of collegiality.[8] Administrators and faculty member alike believe that collective bargaining indicates that they must separate into two different groups. This separation it is assumed creates to competive units, one administrator and the other faculty who are competitors, rather than colleagues.

One value of collective bargaining expressed in the literature related to open communication between board members and the faculty, classified staff and others.

Board members interviewed by Channing, et al., felt that they had more contact and participation by faculty and

others. They felt the lines of communication were opened between the board and others. Because of this open communication, board members received more information not only from the President, but, also from faculty (classified personnel) and others. This communication process was identified as one positive aspect of collective bargaining. Board members felt that it increased the flow of information which has kept them informed and provided more knowledge allowing them to make better decisions. Also, decisions were not made behind closed doors and some trust was established between the board of trustees and others.

Collective Bargaining at Santa Ana College

Introduction

Collective bargaining at Santa Ana College began in 1976, with the passage of SB 160. It is now going in to its second year. There are some staff personnel, administrators and faculty members at Santa Ana College who feel it has not completely helped negotiations on this campus. Previous good negotiation relationship between the faculty and administration existed with the faculty representation to the board. Since the implementation of SB 160 there are four bargaining units on this campus. All four have negotiated agreements with the administration and board.

In this section of the study, emphasis will be placed on the issues used to explore the impact of collective bargaining at S.A.C. The results of interviews to the district

representative team members will be reported. Areas of concern are:

1. The historical aspects of bargaining at S.A.C.
2. Characteristic of the bargaining process at S.A.C.
3. The value and problems of collective bargaining at S.A.C.
4. Successful practices related to collective bargaining at S.A.C.
5. Recommendations made by interviewees for future collective bargaining at S.A.C.

History

According to those interviewed bargaining began sometime ago, at Santa Ana College. Thomas Wright, the first Faculty negotiator representative to the board of Trustees presented a paper on the "The Evolution of Certificated Salary Negotiation Procedures at Santa Ana College." He stated:

> Beginning with a proposal in 1947 for SAC Faculty, have made a significant attempt to present objective data to support salary increase requests. The proposals have been characterized by faculty participation on agreements with administration except for the two year period when a 'merit' system was tried out because of strong support on the Board of Trustees.[9]

From 1947, apparent faculty participation in negotiations, was more advisory in nature. The board has made all final decisions but at least faculty members were consulted.

Around 1958-1959, one interviewee recalled the splitting of the college faculty from the Santa Ana Unified School District. Prior to this year, there was one common governing board for the elementary and secondary school, and the community college. The Santa Ana College Faculty Association was formed. This organization had had nothing but successful results in their negotiations with administration at the board of Trustees.

After the passage of the Winton Act, SAC began to "meet and confer," this bill mandated the establishment of organizations like the faculty council or senates. After the establishment of this organizatin, faculty members elected a representative to the board for salary negotiations.[10] Again, the bargaining process between the faculty representative and the board was cooperative and pleasant. Expressed gains made during this time were quite significant. Those interviewed felt that the passage of the Rodda Act, (SB160) had no impact on full time credit courses teacher's salaries and other benefits. Along with the passage of Rodda was the passing of Proposition 13, so salaries have not changed.

The first year SB160 was passed, no campus bargaining units filed for negotiations. However, the following year, 1977, four groups filed. Those groups are:

1. Santa Ana College Faculty Association.
2. Continuing Education Faculty Association Affiliation, CTA/NEA.

3. California School Employees Association--Blue Collar workers.
4. Santa Ana Community College Employees Association.

Two of the four organizations, California School Employees Association (CESA) and Santa Ana Community College Employees Association (SACCEA) are the bargaining units that represent classified personnel. The other two are for certificated personnel. They are Santa Ana College Faculty Association which is an independent bargaining unit organized by the full-time credit course faculty. This group's bargaining process was the shortest since faculty decided to follow the procedures established by the board in previous negotiations before S.B. 160. On the other hand, Continuing Education for Association bargaining process was the longest. Here, part-time non-credit courses instructors felt that some changes were needed in thier working conditions.

According to one administrator interviewed, manager and confidential employees are excluded from bargaining. Even supervisors who could join a bargaining team chose not to be represented. They requested to join manager and confidential personnel.

Employee-employer relationships had been positive on this campus and produced significant changes for full-time faculty. Classified employees also reaped some of the benefits of past negotiations on salaries, benefits and the like. The bargaining process under SB 160 did produce certain characteristics of the bargaining process. These characteristics identified at S.A.C. will be reported in the next

section.

Characteristics of Bargaining at S.A.C.

All persons interviewed outlined approximately the same characteristics of the collective bargaining process on their campus. The characteristics included:

1. Identification of community of interest to establish a bargaining unit that represented the majority of the people.
2. Maintenance of membership of those who are eligible to vote as a union member.
3. Proposals to be negotiated are submitted to the board and are presented in open public meeting for community participation.
4. Negotiation teams must bargain in good faith.
5. Items identified as the limited scope of bargaining must be the only areas bargained on.
6. Consultants are often hired.
7. An impasse is sometimes reached in the bargaining process.

The bargaining process at S.A.C. begins with employees petitioning for recognition from the board for a particular organization to represent them in negotiations. The board then decides, based on the petition, as to which organization represent the majority of the employees.

Bargaining units then meet with these membership to determine issues to be bargained. Proposals are presented to the board in open meetings in order for the public to provide imput and respond to discussion on issues to be negotiated. The next step is negotiations between the administrative team and the employee team. For Santa Ana College, these two teams drew up a "Negotiation Procedure Agreement." This document is not a part of the contract proposed to the board or SB160. This was done to outline procedures to follow while negotiating and to maintain bargaining in good faith. Consultants were also hired at Santa Ana College by the administration team and the employee team.

In the case of impasse, Santa Ana College negotiations reached an impasse only once, with continuing education faculty association. Here a mediator from Public Employee's Relations Board intervened and solved the problem.

Value and Problems

From the interviews the investigator found that since collective bargaining was introduced to the campus, it has had more of an adverse affect than a positive one. Those interviewed expressed more concern of problems more so than its value.

The problems with bargaining expressed were:

1. Lost of collegality. Administrators fear in the future collective bargaining will become more of a power struggle between administration and

faculty. They fear that this struggle will produce tougher management procedures.

2. Loss of flexibility in job assignments. According to one administrator interviewed, voluntary volunteering for extra assignments or increasing skills to help produce progressive and/or innovation on the job will not be allowed with SB 160. Employees will be seeking monetary compensation for extra work and assignments outside their job description. Another example mentioned was that if a staff person is asked to bring coffee to a meeting, he/she can refuse and state that that duty is not a part of his/her contract.
3. Bargaining does not benefit student. Here it was expressed that collective bargaining puts the student in the background and the employee as benefactor of the educational institutions. Although this does not exist at S.A.C., it could become a problem in the future.
4. All interviewees felt that collective bargaining on their campus had done more harm than good, mainly because they already had open participation on decisions made for employees. However, it was expressed, that in many community colleges, unilateral decision making is prevelant. Under unilateral decision making bargaining would provide employees participation.

5. They all felt that bargaining was very costly. One interviewee quoted the expenses on the campus to be somewhere between $50,000 to $100,000 dollars in fees; staff work overload, and increased paper work.
6. Also, it is quite time consuming. On this campus negotiations often went on from 12 to 5 in the afternoon and reconvened from 6 to 10 or 11PM on week-ends and week nights.
7. The final problem expressed was that the state mandated barganing but because of Proposition 13, did not provide money for negotiation. There were no new gains in salaries, etc.

There were some values of collective bargaining expressed. C.B. has made managers become better managers. That is to say that managers must be familiar with employee rights. There must be well defined job descriptions and guidelines established and adhered to. Collective bargaining also aids affirmative action because it makes sure that all qualification expected a defined and implemented when searching for a candidate to fill a position. It also helps employees to know what their duties and responsibilities consist of.

Recommendations

One of the most relevant recommendations was that the scope of bargaining outlined in SB160, should not be expanded. It was felt that Rodda wants a good bill which

stated limited bargaining scope. Expanding the scope would be to the benefit of the unions in terms of more money and power.

The second recommendation was to disband the whole collective bargaining process and go back to the meet and confer concept.

A third recommendation was to schedule a block of time for negotiation. It was felt that the negotiation process took up too much time especially when three or four contracts are being negotiated at the same time.

Summary Conclusion, Recommendation

This research was undertaken as a study of one community college, Santa Ana College, and the impact of collective bargaining on that campus. The study wished to identify the impact of bargaining since the passage of SB160 Rodda Act.

The findings suggest that all three district representatives for bargaining felt that SB160 and its collective bargaining procedures had caused an adverse affect on employee-employer relations. This possibly can be attributed to the changes and attitudes towards bargaining since SB160. Before SB160 there was a very positive and congenial relationship between employee and employer at Santa Ana College. There was some employee participation under the Winton Act and even participation as far back as 1947.

The attitude of full-time faculty members was not to choose an outside bargaining agent, but to form their own campus independent unit, reflects their values towards bargaining. They apparently are satisfied that this point in time with their existing participation. There is an apparent need however, for the part-time faculty personnel to negotiate based on their need for better working conditions. The continuing education faculties bargained for over one year on their contract and gains were made.

The characteristics of the bargaining process at Santa Ana College are the same as those expressed in the literature. Even though this process is well defined, both writers in the area and administrators interviewed, felt that collective bargaining has had an adverse effect in educational institutions.

At this point, in collective bargaining in higher education, there are more problems voiced than value of this process. This was evident in the literature as well as, the interviewers. This observation might suggest that bargaining has not been a part of education long enough for a critical analysis. It might also suggest that experts and administrators in the field of bargaining may be forecasting for the future use of bargaining in colleges and universities.

The findings of this study could be interpreted as being supportive of literature in areas of fear, of loss, of collegality, and cost. Collective bargaining also provide employees more participation in decision making areas related to their job assignment.

In some cases, it often causes a strained relationship between employee and employer. The findings of this study were not supportive in areas related to problems identified with the scope of bargaining. SB160 is so well defined that this is not an issue.

The preperation of a "Procedures for Negotiation Agreement" which was prepared by two components to negotiate was an innovative idea. An agreement of this nature was not mentioned in the literature. It did allow for Santa Ana College bargaining in good faith.

While this study may not represent the attitudes of all levels involved in collective bargaining it is representative of the administration component. The investigator assumes because of the literature that any administrative component would hold true, the same opinions and procedures for negotiation under SB160.

Recommendations

Based on the literature reviewed and findings in the interviews the only recommendations the investigator would make for this campus are:

1. The time frame for bargaining should be evaluated in terms of length of time spent negotiating.
2. Employee and employers might schedule workshops or training for teacher, classified and administrators to provide "prevention" for some of the projected

problemsof collective bargaining in the future.

3. Students must be made aware of the impact of collective bargaining at their college through seminars, classroom guest lectures, etc.
4. Further studies of conflict in bargaining might be made of the campus to help administrators identify projected problem areas.

FOOTNOTES

[1]Robert Carr and Daniel VanEych, Collective Bargaining Comes to the Campus. (Washington, D.C.: American Council on Education, 1973), p. 1.

[2]Edward, Shils. Teacher's Administrators and Collective Bargaining. (New York: Thomas Y. Crowell Company, 1968), p. 24.

[3]Rose Channing, et al., "Collective Bargaining and Its Impact on Board President Relationship in Collective Negotiations in Higher Education, ed., Michael Brick (New York: Columbia University, 1973), pp. 76-77.

[4]Ibid., p. 72.

[5]William Moore, Blind Man on a Freeway. (San Francisco: Jossey-Bass Inc., 1971), p. 142.

[6]Michael Brick, ed. Collective Negotiation in Higher Education. (New York: Columbia University, 1973), pp. 1-2.

[7]Mary Lou Zoglin, Power and Politics in the Community College, (Palm Springs, Ca., E.T.C. Publications, 1974), p. 142.

[8]Ibid., p. 148.

9. Thomas Wright, "The Evolution of Certificated Salary Negotiations Procedures at Santa Ana College" (Los Angeles: UCLA, 1972), p. 9.

[10]Ibid., p. 9.

APPENDIX

AGREEMENT
ON NEGOTIATING PROCEDURES

Appendix B

The Board of Trustees of the Rancho Santiago Community College District and the California School Employees Association, Chapters 579A and 579B (CSEA) agree to conduct negotiations in accordance with the following provisions:

I. Negotiating Teams

A. Chief Negotiator: Each party shall appoint a chief negotiator who shall be the principal spokesman for his party, both in and out of formal negotiations sessions. Both parties shall be free to select their own chief negotiator. Either party to the negotiations may use as his/her negotiator persons who are not members of the faculty, administration, or board of trustees.

B. Team Composition: Each party shall have a negotiating team of not more than six persons. The CSEA team shall consist of: Wally Blice, Chief Negotiator; Sefie Vargas, Joe Matterson, Richard McKinney, Brent Zicarelli, Lester Bingham, and any other individual CSEA may wish to designate. The District team shall consist of: Thomas Wright, Chief Negotiator; Ernest Norton, James King, Ron Glick, and other individuals the district may wish to designate. Alternates may be designated by the chief negotiator in advance of any meeting. Resource persons shall not be counted as members of the negotiating team unless designated as such.

II. Meetings

A. Scheduling: Through the chief negotiators of either party, the representatives may request a meeting of the two (2) teams at any time and place subject to the mutual consent of the chief negotiators. Meetings shall take place at mutually convenient and agreed-upon times and places as established prior to the adjournment of each meeting. Negotiation meetings shall not be longer than three (3) hours unless the chief negotiator of each

A. Scheduling: (continued)

team agrees to extend the session.

B. Notification: Each chief negotiator will be responsible for notifying all members of his/her team in advance of the time and place of the meeting.

III. Meeting Procedure

A. Agenda: The agenda for the meetings shall be agreed to by the two (2) chief negotiators or their representatives in advance prior to the adjournment of each meeting. The agenda can be changed by mutual consent at any time.

B. Caucuses: The chief negotiator of either party may declare a caucus at any time to allow his/her team to discuss matters related to the meeting. Both teams are encouraged to keep caucuses as brief as possible.

C. Record Keeping: Each party to the negotiations shall reserve the right to record or have dictated to a stenographer the agreement or contract language for the purpose of accuracy and to save time. Each party shall reserve the right to keep such written records as necessary to perform its negotiation function.

D. Caucus Rooms: Prior to such meeting, caucus rooms shall be reserved for each time at the location of the meeting.

E. Termination of Meetings: Negotiations sessions may be terminated by the chief negotiator of either team.

F. Cancellation of Meetings: Under unusual circumstances, either party may find it necessary to cancel scheduled meetings. In such cases the chief negotiators shall be responsible for notifying their respective teams. Cancellations of meetings should be kept to a minimum.

IV. Observers

A. No observers or anyone other than the members of the two (2) negotiating

IV. Observers (continued)

A. (continued) teams shall be allowed to be present at any negotiating sessions. However, either team may make use of resource persons, at their own expense, with specific information about some item or items being negotiated and such persons may be present to provide such information. Resource persons may be questioned by the opposing chief negotiator in order to provide clarification of the presented information. Resource persons shall not be classified as observers.

V. Presentation of Proposals and Counter Proposals

A. Proposals and counterproposals may be presented by either party at any time during the negotiating sessions.

VI. Acceptance of Items

A. Any item which is mutually agreed to in a negotiating session shall be considered only as a tentative accord. These accords shall be made in writing and signed by the chief negotiator of both parties. However, no item shall be a final agreement or acceptance until such time as all items are agreed upon and ratified by the governing bodies of both parties. Tentative accords shall not be withdrawn during attempted ratification.

VII. Transmittal of Documents

A. The chief negotiator shall be responsible for transmitting all written information to the other party, assuring that sufficient copies are supplied so that each member of both teams will receive a copy. This may be done in formal meetings, by hand delivery to the other party, or via district and/or U.S. mail.

VIII. Public Announcements

A. Each party may communicate with its own constituency. Each party may not communicate directly with the constituency of the opposing team

A. (continued) regarding negotiations.

IX. Mediation, Fact-finding Procedures

A. In the event agreement cannot be reached on any or all items being negotiated, either party may declare an impasse. If declared, procedures established by the PERB Rules and Regulations, or other procedures mutually agreed upon, shall be followed.

X. Ratification Procedure

A. Each party shall be responsible for fulfilling its respective procedures for ratification of the agreement reached between the negotiating teams.

B. Voting upon ratification of the agreement, both by the board and the association, shall occur at a regularly scheduled meeting of each party, or at a special meeting(s) called for that purpose within twenty (20) calendar days of the signing of the agreement.

XI. Released Time for Members of CSEA's Negotiating Team

A. The members of the CSEA negotiating team shall be released from their regular district work duties with no loss of compensation for all scheduled and agreed-upon negotiations meetings between the parties. The district shall arrange for, and compensate, substitutes for team members. Whenever negotiations will not allow an adequate lunch/dinner hour, additional release time of one hour will be provided. There shall be no other compensation of any kind paid CSEA team members other than previously described in this paragraph unless it is otherwise negotiated.

XII. Exclusive Negotiations

A. During the negotiations processes, the District agrees to negotiate only with the representatives of CSEA designated by this agreement and agrees that neither the District negotiations team designated in this agreement nor its administrative members, board of trustees, or agents will

XII. Exclusive Negotiations (continued)

A. (continued) attempt to negotiate privately or individually with CSEA officers, members, or other persons for whom CSEA is the exclusive bargaining agent.

B. CSEA agrees that neither its bargaining team designated under this agreement, its members, or agents, will attempt to negotiate privately or individually with the board of trustees, any individual board member, or any person(s) not officially designated by the board of trustees or the District negotiating team.

XIII. Negotiating in Good Faith

A. Each party to this agreement shall exert a serious and honest effort to reach agreement and also to meet and negotiate as provided by Section 3543.7 of the Collective Bargaining Act of Government Code of the State of California.

B. The chief negotiator of each team shall cause the release of information, records, reports, and data over which that negotiating team has access or control and which is relevant to negotiations or representation when requested by the chief negotiator of the opposing team. The chief negotiator of each team shall have the burden of proving that requested information is not relevant when a request is denied.

C. Nothing in this agreement shall prevent the district's negotiation team from providing additional data to CSEA not specifically requested by CSEA.

D. When resource persons are used to present items for clarification, specific information, or for any purpose about item or items being negotiated, copies of such charts, graphs, photographs, reports and/or other written text shall be provided to all negotiation team members of each team when feasible, unless otherwise mutually agreed.

XIV. Use of District Equipment

A. During the negotiations period, the district will supply not more than ten (10) copies of any standard size written material which is to be presented to both teams during bargaining. The district shall provide clerical support during bargaining sessions to support these negotiations.

XV. Term and Conditions of Agreement

This is an interim agreement for the purpose of regulation of negotiation procedures. This agreement may be amended by mutual consent. It shall remain in effect until superseded by the ratified contract and shall not establish precedent for contract provisions.

Chief Negotiator, Board of Trustees Rancho Santiago Community College Dist.	Chief Negotiator, Classified School Employees Association
Date	Date

CA STATUS OF COMMUNITY COLLEGES
As of September 15, 1978

Appendix C

	DISTRICTS WHERE CTA HAS EXCLUSIVE BARGAINING RIGHTS	APPROX. SIZE OF BARGAINING UNIT	CHAPTER NAME IF DIFFERENT
I.	Butte	110	
	Citrus	135	
	Gavilan	165	
	Grossmont - contract awaiting ratification next week.	490	
	Kern	325	
	Long Beach	350	
	Merced	300	
	Mt. San Antonio	695	
	Mt. San Jacinto	40	
	Napa	395	
	Rancho Santiago (Cont. Ed.)	275	Santa Ana Cont. Ed. FA
	Saddleback	750	
	San Diego - contract ratified	1,235	
	San Joaquin Delta	550	
	San Jose	1,200	
	San Mateo - Mini-contract ratified	915	
	Santa Clarita	50	Coll. of the Canyons FA
	Sequoias	310	
	Shasta	430	
	Sierra	380	
	Solano	380	
	South County	600	Chabot Coll. TA
	Sweetwater	475	Southwestern Coll. EA
	Victor Valley	130	
	West Hills	30	
	West Kern	30	
	Yosemite	680	
	Yuba	385	
	TOTAL	11,870	
	DISTRICTS WHERE CTA CHAPTER HAS LOST REPRESENTATION RIGHTS TO AFT		
II.	El Camino	675	
	Los Angeles	4,780	
	Los Rios	1,235	
	Marin	470	
	Palo Verde	15	
	San Francisco	1,600	
	State Center	340	Fresno/Reedley CC EA
	Ventura	1,245	
	TOTAL	10,360	

	DISTRICTS WHERE FACULTY ARE REPRESENTED BY UNAFFILIATED ORGANIZATION	APPROX. SIZE OF BARGAINING UNIT	CHAPTER NAME IF DIFFERENT
III.	Contra Costa	500	
	Foothill/De Anza	1,150	
	Rancho Santiago	521	Santa Ana Coll. FA
	Redwoods	105	
	San Diego (Adult Ed)	1,200	
	Santa Monica - Groups merged-Independent, but reaffiliation with CTA possible.	550	
	TOTAL	4,026	
	DISTRICTS WAITING FOR AN ELECTION OR RECOGNITION		
IV.	Coachella - Undetermined -awaiting unfair hearing	115	Coll. of the Desert TA
	Coast - Undetermined -awaiting unit determination decision	1,800	
	Compton - Undetermined (AFT sole petitioner) Recognition of AFT anticipated	110	
	Glendale - Undetermined -awaiting unit determination decision	450	
	Hartnell - Undetermined -awaiting unit determination decision	300	
	Monterey - Undetermined -awaiting PERB decision. Election results inconclusive. Possible run off.	420	
	Peralta - Awaiting PERB decision on unit determination. Counting 15 ballots Hearing Officer ruled valid.	1,200	
	Rio Hondo - Awaiting PERB unit determination decision - no opposition	550	
	Riverside - Undetermined -awaiting appeal on unit determination	500	
	TOTAL	5,445	
	DISTRICTS WHICH CHOSE "NO REPRESENTATION"		
V.	Pasadena	375	
	North Orange	520	Cypress-Fullerton Colleges Chapter CTA/NEA
	TOTAL	895	

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